



Revised: 08/20/2014

MUSIC TEACHERS' ASSOCIATION OF CALIFORNIA SOUTH BAY BRANCH

Affiliated with the Music Teachers' Association of California

Additional Terms and Conditions for Participants in Programs, Competitions and Services Provided by MTAC South Bay Branch (SOUTH BAY BRANCH PROGRAMS)

*Adult Student Recitals ♦ Artists of the Future ♦ Baroque Recitals ♦ Community Outreach (MSSL) ♦ Composers Today Branch Recital
Scholarship Auditions ♦ Southern California Junior Bach Festival ♦ Student Recitals ♦ Young Audience Concert Previews
All Branch-sponsored recitals*


(Including but not limited to CM Branch Honors Recitals, CM Branch Senior Medallion Awards Recital, Branch VOCE Winners Recital)

LIMITATION OF LIABILITY AND DISPUTE RESOLUTION PROVISIONS

1. No Representation or Warranties Regarding Services. MTAC-South Bay Branch (MTAC-SBB) is a non-profit organization administered by volunteers. All services, programs and competitions provided by MTAC-SBB are without warranty or representation, express or implied; MTAC-SBB will not be responsible for how any Participant may use the services provided or the success of any Participant in any program or competition. MTAC-SBB will not be liable to Participant or any other person for any loss or injury caused by use or mis-use of the services.

2. Limitation of liability: All Participants, which term includes parents, students and teachers, understand and agree that as a condition to participation in any program, competition or service, Participant shall not be entitled to recover any monetary damages against MTAC-SBB or any of its agents, officers, directors, or volunteers, for any claim, whether arising in tort or in contract, other than as provided herein. The total amount that may be awarded by an arbitrator after hearing as provided in paragraph 7 below, if Participant prevails, shall under no circumstances exceed the amount of the application fee paid by Participant or \$100 whichever is greater. Other than as expressly provided herein, Participants hereby waive any and all damages or losses arising out of any claim, whether based in contract or tort, including actual, compensatory, incidental, special, consequential, punitive or exemplary. Participants' sole remedy shall be as provided herein and in accordance with the procedures to address any grievance or dispute as provided hereinbelow under the Dispute Resolution provisions.

By **initialing** here, Participants acknowledge that they have read this provision, understand it, and agree to abide by its terms.

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|--------|---------|---------|-------|---|
| _____ | _____ | _____ | _____ |  |
| Parent | Student | Teacher | Date | MTAC South Bay Branch |

3. Dispute Resolution by Mediation and Arbitration.

It is the policy of the Board of Directors of MTAC-SBB ("hereinafter referred to as the "Branch Board") to resolve any and all disputes involving any Participant in any program, competition, or service (hereinafter referred to as "Event") provided by MTAC-SBB in an amicable manner. As used herein, Participant is anyone who participates in any way in any program, or service provided by MTAC-SBB; The term Dispute shall include any and all legal Claims, controversies, rights, actions, or grievances that arise out of, relate to or concern the adoption of, interpretation, performance, or enforcement of the Event rules and any decision by the Branch Board relating to the Event and shall include all Claims for breach of contract, negligence or any tortious conduct. (The procedure for any reported violation of the South Bay Branch Code of Ethics shall be conducted pursuant to the provisions of the South Bay Branch Violations of Code of Ethics. Any dispute arising out of or relating to the proceeding concerning violation of the code of ethics, shall be subject to mediation first and final binding arbitration as provided in this agreement.)

4. The Procedure for Resolving any Dispute described above shall be as follows:

Any Claim relating to a Dispute shall be made in writing and delivered personally or by mail, return receipt requested, to the Branch Board within 30 calendar days after the event giving rise to the Dispute. Participants agree that if they do not file a Claim within the specified period, that all rights relating to said Claim shall be waived and Participant shall be barred from bringing any Claim at a later time. (At the reasonable discretion of the Branch Board, the time for filing a claim may be extended due to unforeseen circumstances that may prevent a Participant from making a timely claim, but in no event more than 60 days after the grievance arises. Any request for extension of filing a late claim shall be in writing and supported by reasonable proof why Participant was unable to file the Claim within the required time.) The Branch Board shall review the Claim and issue its tentative decision concerning the Claim within 10 days of receipt of the Claim.

5. Hearing by the Branch Board Committee

If the Participant does not accept the decision of the Branch Board, the Participant shall then request a hearing before a duly authorized committee designated by the Branch Board (consisting of 3 board members) to hear the Claim. A hearing shall be held within 10 days of receipt of the written request (or at such time that is mutually agreeable to the Board and to the Participant) at which time the Participant shall have the

right to present evidence to support their Claim at said hearing. The hearing Committee shall review the evidence, ask questions if necessary, make a record of the proceeding, and if other parties are involved in the dispute, the Committee may request that the other witnesses present evidence in response to the Claim. The hearing shall be held in a manner that is fair to the participants so that all relevant evidence can be considered in rendering a decision. The Branch Board shall establish the rules for the hearing and provide them to the participants in advance of the hearing. After receiving all evidence, the Committee shall then deliberate and make a determination to resolve the claim. The Committee shall submit its decision and findings to the Branch Board who shall either adopt the decision or make amendments as the Branch Board shall determine. The decision of the Branch Board shall be final. Notice of the decision shall be served on Participant either personally or by US Mail (return receipt requested). Notice of the final decision shall be sent to Participant not later than 30 days after the hearing.

6. Mediation

If the Claim is not resolved by the Branch Board subsequent to the committee hearing, or by mutual agreement, then the Participant may request that the Dispute be submitted to mediation. All disputes regarding the enforcement, interpretation, or application of the rules of any competition, program or services, including any claims for breach of contract, negligence, tortious acts or breach of any duty by the Branch Board or its authorized agent shall be resolved in the manner provided herein. The mediation shall be conducted by a mutually acceptable qualified professional neutral mediator on the panel of ADR Services, AAA, JAMS, ARC or any recognized mediation panel in Los Angeles. Any Participant who has any complaint, grievance or claim of any kind shall give written notice to the Branch Board of their request to submit the dispute or claim to mediation and the notice shall contain the name of at least 3 experienced mediators who may be accepted or rejected by the Board. If the parties are unable to agree to a mediator, the parties shall request that the mediation panel provider select a qualified mediator. The fees of said mediator shall be divided equally between the branch and the Participant. The mediation shall be conducted under the rules of confidentiality as provided under California law including Evidence code § 1119 through § 1128.

7. Binding Arbitration and Waiver of Jury Trial

If the Claim is not resolved directly by the parties or by mediation, then all Disputes, Claims, Actions, Causes of Action, Grievances, Controversies, Rights and Duties arising out of any Event shall be submitted to binding arbitration pursuant to the rules of any organization under which the arbitration is conducted, including but not limited to the ADR Services, American Arbitration Association, JAMS, ARC, or any other dispute resolution organization. The parties shall select a single qualified arbitrator, either a retired judge or a qualified neutral arbitrator from one of the panels of a provider, and if the parties are unable to agree, the provider panel shall be empowered to select a single arbitrator. The arbitration shall be commenced by a party filing a demand for arbitration with an arbitration provider's administrator and serving the demand on the other party. The location of the arbitration shall take place at a mutually convenient location within 15 miles of Torrance, CA. The arbitrator shall be empowered to order the party losing the arbitration to reimburse the prevailing party for all expenses incurred in connection with the arbitration, including the arbitrator's fees. The arbitrator shall be required by this agreement to base his or her decision upon factual findings, this agreement, the rules and regulations governing any competition, program or services, and applicable law. The arbitration award may be enforced by a court pursuant to the applicable statutes and laws of California. The initial costs of the mediator and/or the arbitrator shall be shared equally among the parties.

In regard to arbitration, the parties agree to waive their right to a jury trial and to all rights and remedies available in any court proceedings except as to the enforcement of the arbitration award. Pre-arbitration discovery shall be limited. The right to appeal or to seek modification of the arbitration award is strictly limited and the award shall be final and binding.

As a condition of participation in this Event, the undersigned agree to all the Event rules, conditions and procedures as set forth in this document and hereby agree to resolve all disputes in the manner set forth above.

Parent's or Legal Guardian's Signature
(must sign if student is under age 18)

Date:

Print Name (parent or legal guardian)

Student's/Contestant's/Performer's Signature

Teacher's Signature

Print Name (student/contestant/performer)

MTAC South Bay Branch

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By President, its authorized agent

Please make a copy for your own records